

Gasoline and Diesel Fuel For the Period July1, 2018 to June 30, 2019 Time frame

GENERAL INSTRUCTIONS

The Town of Trumbull, (hereinafter referred to as Town or Owner), through the office of the Purchasing Agent, will accept sealed proposals for the **INVITATION TO BID 87 OCTANE GASOLINE AND DIESEL FUEL**, in the Town of Trumbull in accordance with the specifications and requirements detailed in this request. All qualified and interested parties (hereinafter referred to as proposer, bidder, contractor or supplier) are invited to submit proposals under the terms and conditions set forth as follows:

1 PROPOSAL SUBMISSION

a) Proposals are to be completed (unless directed otherwise in the specifications), printed, signed by an authorized agent, and sealed in an envelope (including all official literature, brochures, etc., which support this request) and addressed as follows:

PROPOSAL # 6292 Gasoline and Diesel Fuel DUE: MAY 31, 2018, @ 2PM

Trumbull Town Hall – Attn: Kevin Bova, Purchasing Agent 5866 Main Street, Trumbull CT 06611

- b) All Proposals must be made on the enclosed Proposal form. All blank spaces for Proposal prices must be filled in, in ink or typewritten, and the proposal form must be fully completed and executed when submitted
- c) The party signing the formal proposal must be authorized by your organization to contractually bind your firm with regard to prices and related contractual obligations for the contractual period requested.
- d) The Town reserves the right to correct, after proposer verification, any mistake in a proposal that is a clerical error, such as a price extension or decimal point error.

BASIS FOR BIDS:

The Town of Trumbull is requesting pricing for the following: fixed and variable pricing.

The Town's decision on the award of this bid, based on which proposal is in the best interests of the Town of Trumbull, will be final.

2) PROPOSAL RESPONSE TIME

Responses to this request shall be received at the office of the Purchasing Agent, Town Hall prior to the advertised hour (noted above) of opening, at which time all proposals shall be publicly opened and read aloud. A proposer may withdraw a proposal at any time prior to the above scheduled date and time. Any proposal received after the above scheduled date and time shall not be considered or opened. No proposer may withdraw a proposal within ninety (90) days after the actual proposal opening.

3. TOWN OPTIONS

The Town reserves the right to accept all or any part of a proposal, reject any or all proposals and to waive any requirements, informalities or irregularities, technical defects or non-material deficiencies in a proposal. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or proposers. The award shall be made after careful consideration of all factors including but not limited to price. The Town of Trumbull reserves the right to reject any and all proposals and does not bind itself to accept the lowest priced proposal or any proposal. The Town reserves the right to ask for new proposals in whole or in part, or to reject any or all proposals, or any part thereof, and to waive any requirements, irregularities, technical defects or service therein when it is deemed to be in the best interest of the Town

4. TAX EXEMPT

a) The Town of Trumbull is exempt from the payment of taxes imposed by the Federal Government and/or State of Connecticut. Such taxes must not be included in the proposal price. The Town of Trumbull Tax Exempt number is 05-010 31-000.

5 INQUIRIES & ADDENDUMS

- a) All technical inquiries regarding this request may be directed to Kevin Bova Purchasing Agent fax 203-452-5083 or Phone 203-452-5042 & or Email Kbova@trumbull-ct.gov. No inquiries shall be responded to that are received after March 12, 2015
- b) Answers to questions the Town deems to be in the interest of all proposers will be made available in writing, email or by Fax as appropriate to all proposers by addendum(s) on the Town website www.trumbull-ct.gov in the purchasing Department section.
- c) The Town reserves the right to communicate with any or all of the proposers to clarify the provisions of this request; the Town further reserves the right to request additional information from any proposer at any time after proposals are opened.
- d) It is the sole responsibility of a proposer to verify any addendums that may have been issued relating to this request prior to submission of a proposal. Any notice of addendum shall be published on the Town website (www.trumbull-ct.gov) in the Purchasing Department Section (Bid Notices). Failure to submit a response that does not address any changes or addendums may result in a disqualification of a proposal submission.

6. PROPOSAL, PERFORMANCE AND PAYMENT BONDS

a) A Bond payable to the Owner must accompany each Proposal for ten (10%) percent of the total amount of the Proposal. As soon as the Proposal prices have been compared, the Owner will return the bonds of all except the three lowest responsible Proposals. When the Agreement is executed, the bonds of the two remaining unsuccessful Proposers will be returned. The Proposal Bond of the successful Proposer will be retained until the Payment Bond and Performance Bond have been executed and approved, after which it will be returned. A certified check may be used in lieu of a Proposal (Bid) Bond.

7. INSURANCE

The successful proposer shall provide the Town Purchasing Agent with a Certificate of Insurance before work commences. The Town shall be named as an additional insured with Insurance Company licensed to write such insurance in Connecticut, against the following risks and in not less than the following amounts:

| Commercial General Liability | Each Occurrence | Aggregate |
|--|-----------------|-------------|
| Bodily Injury Liability | \$2,000,000 | \$5,000,000 |
| Property Damage Liability | \$1,000,000 | \$5,000,000 |
| Personal Injury Liability | \$1,000,000 | \$5,000,000 |
| Comprehensive Auto Liability | Each Occurrence | Aggregate |
| Including coverage of owned, non-owned & rented vehicles | \$2,000,000 | \$5,000,000 |
| | | |

The insurance policy must contain the additional provision wherein the company agrees that thirty (30) days prior to <u>termination</u>, <u>expiration</u>, <u>cancellation or reduction</u> of the insurance afforded by this policy with respect to the contract involved, written notice will be served by registered mail to the Purchasing Agent, Town of Trumbull.

Additionally the successful proposer (Contractor) shall provide adequate statutory Workmen's Compensation Insurance for all labor employed on this project, and comprehensive General Public Liability Insurance (Coverage "B")

The successful proposer (Contractor) and each Subcontractor agree that their insurance carriers waive subrogation against the Town, its agents or employees with respect to any loss covered by the Contractor's and each Subcontractor's insurance.

8. HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, hold harmless and defend the Town from and against any and all liability for loss, damage or expense which the Town may suffer or for which the Town may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this request, whether or not due in whole or in part of any act, omission or negligence of the Owner or any of his representatives or employees.

9. CONFLICT OF INTEREST

Public officials shall be prohibited from receiving any town work procured through a public Bid or bid waived process so as to avoid any appearance of impropriety or conflict of interest; And; Public officials cannot circumvent the intent of this ordinance by receiving town work Through a bid waiver, as proscribed by the Trumbull Town Charter.

10. BID AWARD

A bid award shall be made to the lowest responsible bidder to be determined by the most advantageous differential, or lowest alternative firm bid, whichever is in the best interest of the Town of Trumbull. The lowest responsible bidder is that person or firm whose bid to perform the work is lowest, who is qualified and competent to do the work, whose past performance of work is satisfactory to the Town and whose bid documents comply with the specifications & procedural requirements stated herein. The award process may also include additional considerations such as the information provided on the bid form and the bidder's perceived ability to fulfill his/her obligations as prescribed by these specifications. Each bidder must be prepared to show evidence of having satisfactorily carried out a similar contract, as inability to do so may be cause for rejection. The town is looking for a fixed price, but will entertain floating price then with market analysis may convert into a locked firm price. Town will decide on best overall gas and diesel package.

The Town of Trumbull may elect to award the contract to other than the lower bidder if it is judged to be in its best

The Town of Trumbull will NOT consider any cash discounts offered in making the award of this bid.

11. AWARD AND AUTHORITY

The Town Purchasing Agent will issue notification of award & letter to proceed in writing. Award will be made with-in 1 hour after the BID opening and signed contracts with the awarded Bidder.

12. MISCELLANEOUS

a) DAMAGE

Contractor will be responsible for any and all damage to Town property caused by him or his agents, servants, and employees, and shall cause proper clean up and repair of such damage at his own expense and to the satisfaction of the owner.

b) EXTENSION OPTION

Contracts may be extended for up 3 - one year extensions at a time beyond the June 30, 2019 date by mutual agreement of the Parties. On fair market value pricing.

c) LAWS

All deliveries shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut.

d) PREPAYMENT

The Town of Trumbull will not accept bids requiring prepayment for any fuel. The entities will only pay once the fuel has been delivered net 30 days.

e) EQUIPMENT

The contractor must be able to insure year-round delivery, maintain a proper inventory for service where required and provide Automatic printing meters on delivery trucks. Loading tickets may be substituted for meter-printed delivery tickets with the Consent of the On Site member of Public works authority.

13 ADDENDUMS

It is the sole responsibility of the responding firm to verify any addendums that may have been issued relating to this request prior to final submission of a proposal. Any notice of addendum shall be published on the Town website – Purchasing Department "Proposal Notices". Failure to submit a proposal that does not address changes or addendums may result in disqualification of a proposal.

14 WORK REGULATIONS AND STANDARDS

All work activities performed in association with this request must be performed and completed for the Town in accordance with current Federal, State and Local labor regulations. All services performed shall also conform to the latest OSHA standards and/or regulations.

Gasoline and Diesel Fuel For the Period July1, 2018 to June 30, 2019 Time frame

SPECIFICATIONS & REQUIREMENTS

BID PRICES

Fixed Price

Prices quoted on 87 OCTANE GASOLINE AND DIESEL FUEL shall be based on a fixed price per gallon to be paid by the participating agencies during the life of the contract. (Excluding the Gross Earning Tax, Lust tax, and Federal spill fee) Vendor must agree to hold fixed price bids for a minimum of one (1) hour from the time of the bid opening. It is the intent of the Town of Trumbull to award the bid within one (1) week of the bid opening subject to any necessary local approvals.

SPILLAGE

Any spillage at the time of delivery due to delivery personal negligence will be the responsibility of the vendor and any costs to repair resultant damages or any penalties assessed against the Town of Trumbull, because of pollution resulting from such spillage shall be borne by the vendor.

DELIVERY TICKETS

The vendor will furnish printer-type delivery tickets with each fuel delivery. Payment will only be made on gallon Information printed on metered tickets. Partial compartment deliveries, unless made by printer ticket, will not be Acceptable.

Invoices:

Individual invoices must be submitted promptly for each delivery made to each location. Invoices will be matched up to the delivery ticket and then submitted to the Towns Finance department for payment with net 30 days. Statements are NOT acceptable for use as invoices. A metered delivery ticket must accompany each invoice. A copy of the metered ticket must also be left at the delivery site.

Invoices for Highway Public works & WPCA locations are sent to Trumbull Highway Department 366 Church Hill Road, Trumbull CT 06611.

Invoices for Tashua Knolls Golf Course are sent to Tashua Knolls Golf Course 40 Tashua Knolls Lane, Trumbull CT 06611.

Delivery Information: Scheduling Deliveries:

Gasoline and Diesel Fuel deliveries to ALL sites listed herein are to be made during normal business hours, Monday through Friday, when someone is available to sign for the delivery. (Normal Business Hours generally means from 7:00 or 7:30 A.M. to 3:30 P.M.)

Basis of Delivery:

Fuel shall be delivered **AS REQUIRED** to the following sites:

GASOLINE: (Town Departments Only - DELIVERY AS CALLED FOR)

Locations #1 Public Works – Highway Department

Public Works Department – Town Highway Garage 366 Church Hill Road, Trumbull CT 06611:

1- 8,000 gallon tank near pumps & Fuel Station

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1- 10,000 gallon near pumps & Fuel Station

87 Octane Unleaded Gasoline

Locations #2

Tashua Knoll Golf Course Located at their maintenance Shop 5134 Madison ave , Trumbull CT 06611

1- 2000 gal tank

87 Octane Unleaded Gasoline

DIESEL FUEL: (Town Departments Only - DELIVERY AS CALLED FOR)

Locations #1 Public Works -Highway Department

Public Works Department – Town Highway Garage 366 Church Hill Road, Trumbull CT 06611:

2- 8,000 gallon tanks near pumps & Fuel Station

Locations # 2

Tashua Knoll Golf Course Located at their maintenance Shop 5134 Madison ave Trumbull CT 06611

1- 2000 gal tank Diesel

Other Locations that would need Diesel as called for approximately on a Yearly basses:

Point of Contact Greg Marconi cell 203-650-7803

Diesel Fuel - Trumbull WPCA - all locations are in Trumbull CT

101 Merritt Blvd 500 Gallons

4531 Madison Ave (Buck Hill) 500 Gallons

5800 Park Ave 500 Gallons

135 Merritt Blvd 2500 Gallons

119 White Plains Rd (Beardsley) 3000 Gallons

366 Church Hill DPW Building #11-1000 Gallons

118 Whitney Ave 2500 Gallons

DIESEL FUEL: Board of Education (- DELIVERY AS CALLED FOR)

Locations #3 -BUS Yard

81 Spring Hill Road, Trumbull Ct 06611 (bus yard).

1- 8,000 gallon tank

Quantities:

Quantities indicated are approximate, based on delivery records for the prior year. Due to the uncertainties of weather conditions, the approximate gallonage of each product shown should not be construed as a definite commitment. Fixed price agreement requires a fixed volume commitment. The Town reserves the right to increase or decrease indicated quantities to meet our actual requirements and may consider alternative fuels.

Historical usage

DIESEL FUEL:

Annual consumption for the Town of Trumbull is About **80,000 gallons**.

87 OCTANE GASOLNE:

Annual consumption for the Town of Trumbull is About 130,000 gallons.

Diesel fuel - BOARD OF EDUCATION in Trumbull

Annual consumption for Spring Hill is about 145,000 to 150,000 gallons of Diesel

Location Delivery location is 81 Spring Hill Road, Trumbull (bus yard).

Key contact person will be Dawn Perkins DPerkins@trumbullps.org
She will let you know who be ordering Diesel fuel for this location

STANDARD DIESEL FUEL SPECIFICATIONS

All fuel must meet all current Connecticut Department of Environmental Protection mandates. In addition, the fuel shall be free of any undesirable substances in quantities sufficient to cause damage to vehicles. The diesel fuel should all state & ASTM 975 STANDARD SPECIFICATIONS, but must be from a refinery. All diesel fuel shall be ultra-low sulfur diesel with a sulfur content of no more than .0015. Including this statement requires modification should the state of federal government modify or change the sulfur requirement for diesel fuel. During the months of November through March, cold flow improvers shall be added.

Should any diesel fuel fail to meet the A.S.T.M. standards, or otherwise cause damage to the owner's property or equipment, the contracted supplier of diesel fuel will, at his own expense, be responsible to extract, clean out and re-install any diesel fuel found

outside the specifications.

STANDARD UNLEADED GASOLINE SPECIFICATIONS

All unleaded gasoline must be suitable for busses and vans and adhere to the STANDARD SPECIFICATIONS FOR UNLEADED GASOLINE – ASTM D4814. In addition, the fuel shall be free of any undesirable substances in quantities sufficient to cause Damage to vehicles.

Should any gasoline fail to meet the A.S.T.M. standards, or otherwise cause damage to the owner's property or equipment, the Contracted supplier of gasoline will, at his own expense, be responsible to extract, clean out and re-install any gasoline found outside the specifications.

Compliance with Specifications:

The Town reserves the right to require an accurate analysis of any fuel oil delivery, at the expense of the supplier, at any time during the duration of this Contract should any oil supplied under this Contract not performs satisfactorily. In addition, the Town of Trumbull reserves the right to have all fuels tested periodically for compliance with specifications by submitting a sample to a capable disinterested party. This is to make sure all fuel meets ASTM Standards.

Qualification of Bidders:

Due to changing market and supply conditions, the Town of Trumbull has concerns about the ability of any potential suppliers to fulfill our needs in these products during the Contract period. Accordingly, each bidder MUST include with his bid a factual statement concerning the ability of his company to supply our requirements, based on current governmental regulations and current supply situations. Each bidder shall also include a list of their sources of supply, and specify whether or not they have contracts with those suppliers that quarantee them a supply.

Further, each bidder MUST include with his bid a factual statement of his facilities and supply capabilities, and his fleet configuration.

Failure to include this information with your bid shall be deemed sufficient cause for the rejection of your bid.

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PLEASE NOTE:

Bid sheets are attached. Please remember to include with your bid form:

- (1) Your specification sheets.
- (2) A factual statement concerning your ability to supply our requirements.
- (3) A factual statement concerning your facilities and fleet configuration.
- (4) A factual statement concerning your product liability coverage.
- (5) List of municipal and/or school system customers (5 max).
- (6) A Bid Bond for ten (10%) percent of the total amount of the Proposal.

Checklist for attachments:

Spec Sheet on Gasoline 87 Octane
Spec Sheet on Ultra Low Sulphur Diesel Fuel
Statement or Letter concerning your ability to fulfill Town Contracts
Statement re: Your facilities and fleet configuration
Statement re: Product Liability Insurance
List of municipal
Bid Bond

Gasoline and Diesel Fuel For the Period July1, 2018 to June 30, 2019 Time frame BID SHEET – GASOLINE, DIESEL FUEL

We, the undersigned, hereby submit the following Fixed Price per Gallon quotes and Floating Prices on Gasoline 87 Octane & Ultra Low Sulphur Diesel Fuel, as required by the Town of Trumbull.

| Gasoline 87 Octane: | | |
|--|-----------------------|-------------------|
| We submit the fixed price of \$per gallon, delivered (tax exclusions, as required 12 months from 07/01/2018 through 06/30/2019. | usive) on a fixe | ed 130,000 |
| Floating Price for Gasoline 87 Octane: | | |
| Posted to A. Oil Price Information Service (OPIS) New Haven "low posting" P Commerce on May 25, 2018, excluding tax | rice in Journal \$ | |
| B. Bidder's Quotation, based on above (+ or - to be noted) | \$ | gal. |
| C. Net Delivered Price as of May 25, 2018 excl. tax | \$ | gal. |
| Diesel Fuel: | | |
| We submit the fixed price of \$per gallon, delivered (tax exclusions, as required 12 months from 07/01/2018 through 06/30/2019. fuel 145,000 to 150,000. Therefore, the total will be 225,000 to 230,00 | In addition, BC | JE Diesel |
| Floating Price for Ultra Low Sulphur Diesel: | | |
| Oil Price Information Service (OPIS) New Haven "Low posting" P Commerce on May 25, 2018, excluding tax | rice in Journal | of gal. |
| B. Bidder's Quotation, based on above (+ or - to be noted) | \$ | gal. |
| C. Net Delivered Price as of May 25, 2018 excl. tax | \$ | gal. |

| Enclosed herewith is the Bid Guarar | nty (10% of B | ase Bid minimum), which is in the fo | orm of: |
|--|--|--|---|
| () Bid Bond | | () Certified Check | |
| ADDENDA | | | |
| _ | | ved. The modifications to the Bid Do sts thereto are included in the Base | |
| Addenda #, | | | |
| BID FORM SIGNATURE (S) | | | |
| | | | (Title) |
| (Authorized signing officer) | | | |
| The Corporate Seal | | | |
| | | | (Title) |
| (Authorized signing officer) | | | |
| specifications, requirements, terms and con- requirements and hereby submits this propo- and conditions requested herein. Any subs | ditions containe sal for the requestitutions to the stothestothest requesting formalities in | · | nd full compliance of system al meets all the specifications pletely noted. Any alternate |
| This proposaris submitted in full compliance | e with all Specifi | cations and General Terms and Conditions | |
| Company Name | | by (Signature) | |
| Address | | Print Nan | ne |
| City, State, Zip code | | Title | _ |
| Phone # | _ | FAX | |
| | | | |

Email

End of RFP